

FILED
IN CLERKS OFFICE
UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
2021 MAR 19 AM 11:04

William Veal
Plaintiff

U.S. DISTRICT COURT
DISTRICT OF MASS.

CASE NO. 21-CV-10265-MBB

Vs.

Commissioner of Boston Centers
for Youth & Families
City of Boston
Martin Joseph Walsh
William Morales
Michael Sulprizio
Lorna Bognanno
Thomas Bowe C.P.A. PC
Thomas Bowe
Bonnie Wallace
JANE DOE and JOHN DOE
Defendants

MOTION TO DISMISS AND REMOVE BONNIE WALLACE

Defendant, Bonnie Wallace, moves to dismiss and remove herself as a Defendant from this action pursuant to Massachusetts Rules of Civil Procedure 12(b)(6) asserting that the Plaintiff, William Veal, can prove no facts upon which relief may be granted.

Defendant, Bonnie Wallace, asserts that no agreement, oral or written was ever made between herself and the Plaintiff. Plaintiff has not asserted nor presented any evidentiary proof that any agreement exists or ever existed between himself and Defendant, Bonnie Wallace. As no enforceable contract exists between the Plaintiff and Defendant, Bonnie Wallace, no breach of contract exists.

The Plaintiff has alleged that the Defendant, Bonnie Wallace, conspired with others to cause the Plaintiff's alleged agreement with another Defendant to be terminated. Plaintiff further alleges that he was discriminated against by Defendants. The Defendant, Bonnie Wallace, asserts that she was not involved in any conspiracy, nor has she discriminated against the Plaintiff in any way. The Defendant, Bonnie Wallace, further asserts that she was a bookkeeper for the Board at the Mattapan Community Center, not an employee of, nor a party to any agreement with the Plaintiff. As a bookkeeper for the Board, the Defendant, Bonnie Wallace, was required to provide the year end audits. In December 2016, the Defendant, Bonnie Wallace noticed a discrepancy in the reports and notified the Plaintiff who was the President of the Board as well as the Vice President of the Board in an attempt to resolve the discrepancy. After receiving no response from either the Plaintiff or the Board's Vice President, Bonnie had no choice but to submit the annual audit with the discrepancies. The discrepancies resulted in an investigation into the practices of the Mattapan Community Center which eventually led to the Plaintiff

being removed from the Board and relieved of any responsibilities related to the Mattapan Community Center. The Defendant, Bonnie Wallace, performed her duties as a bookkeeper and provided what information she had as it related to the discrepancies when the investigation had ensued. She had no agreement with the Plaintiff and no ability to terminate any agreement that the Plaintiff may have had with any third party. She did not conspire with anyone to have the Plaintiff's agreement terminated nor did she discriminate against the Plaintiff by completing her duties. The Plaintiff has not presented any evidence to show that the Defendant, Bonnie Wallace, terminated the Plaintiff, had any authority to terminate the Plaintiff, presented any false information to the Board, nor that she conspired against or discriminated against the Plaintiff.

Therefore, as Plaintiff has not asserted, nor has he shown that any contract exists between himself and the Defendant, Bonnie Wallace, no breach of contract by the Defendant, Bonnie Wallace, exists. Plaintiff also has not shown that the Defendant, Bonnie Wallace, had any authority to terminate any alleged agreement he had with any other Defendant. Furthermore, Plaintiff has not presented any evidence that the Defendant, Bonnie Wallace, did anything outside of her duties as a bookkeeper for the Mattapan Community Center Board to conspire against or discriminated against the Plaintiff.

As the Plaintiff's allegations prove no facts upon which relief may be granted as it relates to the Defendant, Bonnie Wallace, she respectfully asks this Court to Dismiss Plaintiff's action against her and remove her as a Defendant in this matter.



Bonnie Wallace, Pro Se Defendant
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